## SALES & PURCHASE AGREEMENT

销售和购买协议

Product: THAI WHITE RICE BROKEN 100% (hereinafter referred to the “**Product**”)

产品：泰国白米破碎100%（以下简称“产品”）

This contract is made and entered into this day【1/4/2024】and valid if signed by both parties by and between:

本协议于【2024年4月1日】订立并签订，由以下各方签署则有效：

**The Seller：**

**卖方**

**Company**:

**Address**:

**Registration No:**

**Telephone:**

**Fax:**

**Full Authorized Representative of the seller:**

**Email:**

**Contact: Mobile:**

**The Buyer：SICHUAN SHUWU GUANGRUN LOGISTICS CO. ，LTD**

**买方: 四川蜀物广润物流有限公司**

**Address**: Building A. Unit 2, No 266, Guanghuabeiwu Road, Chengdu, Sichuan, China

**Registration No:** 91510100332114063R

**Telephone:** (86) 028-81258690

**Fax:** (86) 028-85502871.

**Full Authorized Representative of the Buyer**: ZHANG YI.

**Email:** **wwj@scgrwl.com** **lxp@scgrwl.com**

**Contact: Ms. Wei**

**Mobile:** +86 13982097370

Whereas the Seller and Buyer , each with full corporate authority, certifies, represents, and warrants that each can fulfil the requirements of this contract and respectively provide the products and the funds referred to herein, in time and under the terms agreed to the hereafter, the Seller and the Buyer both agree to finalize this Sales and Purchase Agreement under the terms and conditions as below (hereinafter referred as “this Contract”); and the Product offered for sale is subject only to the terms and conditions contained in this Contract and strictly confidential between the Seller and Buyer.

鉴于卖方和买方以均具有完全的公司权限，证明、声明并保证各自能够满足本协议的要求，并分别根据下文商定的条款及时提供此处提及的产品和资金，卖方和买方均同意根据以下条款和条件（以下简称“本协议”）最终确定本买卖协议；出售的产品仅受本协议中包含的条款和条件的约束，并在卖方和买方之间严格保密。

***ARTICLE 1: PRODUCT***

***第1条：产品***

Below are the specification requirements for the THAI WHITE RICE BROKEN 100%

以下是泰国白米破碎100%的规格要求

|  |  |
| --- | --- |
| Criteria 标准 | Broken Rice 100% 碎米 |
| Brokens 破碎率 | 100% Max |
| Smalls C1 小C1 | 5% Max |
| Whole kernels 完整颗粒 | 15% Max |
| Moisture 水分 | 14% Max |
| Foreign Matter 异物 | 0.50% Max |
| Damaged Kernels 损坏颗粒 | 0.5% |
| Yellow Kernels 黄色颗粒 | 0.5% |
| Chakly Kernels 查克利颗粒 | 0.5% |
| Red & Red streaked kernels 红色和红色条纹颗粒 | 0.5% |
| Immature kernel 未成熟颗粒 | 0.0% |
| Paddy 水稻 | 5 grain per kg Max 5粒/公斤 |
| Crop 作物 | New Crop 新产作物 |
| Milling Degree 抛光度 | Well milled 碾磨良好 |

The Seller shall ensure that the remaining time of the product warranty period at the time of delivery is not less than [365] days

卖方应保证交货时产品保质期剩余时间不少于[365]天

***ARTICLE 2: COUNTRY OF ORIGIN AND OTHERS CERTIFICATES***

***第2条：原产国和其他授权人***

The origin of the goods shall be from Thailand.

The Product provided by the Seller shall be certified by CCIC or SGS .

货物的原产地应为泰国。

卖方提供的产品应由CCIC或SGS认证 。

***ARTICLE 3: DESTINATION/PRODUCT DISCHARGE***

***第3条：目的地/产品卸货***

Delivery term is CIF Incoterms 2020, delivery according to “appendix A”, shipping schedule.

交货规则为国际贸易术语解释通则 2020中的CIF ， 根据“附录 A”和 装运时间表交货.

Destination port: The Chinese port designated by the buyer

目的港：买方指定的中国港口。

***ARTICLE 4: PRODUCT DELIVERY***

***第4条：产品交付***

The order will be loaded with the first shipment at the port of origin in Thailand within 20 days after the acceptance of the documentary credit by the seller's bank, and within 60 days from the date of departure of the first shipment.

订单将在卖方银行收到跟单信用证后的20天内在泰国的原产港装第一批次货物，在第一批次货船，离开港口日起，60天内交完。

Minimum term is subject to slight and reasonable variations in schedules due to the customary and usual exigencies. Consecutive shipments shall be shipped by delivering, receiving schedule agreed between BUYER and SELLER after the first shipment has left the port as indicated by the SGS or CCIC certificate.

由于习惯和通常的紧急情况，最短期限在时间表上略有合理的变化。在第一批货物通过SGS或CCIC检验离开指定的港口后，连续装运应按照买方和卖方商定的交货，收货时间表装运。

***ARTICLE5***: ***PRODUCT WEIGHT AND QUALITY***

第5条：产品重量和质量

The Seller guarantees that each shipment of the goods shall be provided with inspection certificates of weight and quality at factory and time of loading / during transporting to the loading port and onboard before shipping. Such certificates shall be provided byChina Certification & Inspection （Group）Co . , Ltd . (CCIC) or Société Générale de Surveillance (SGS) at Seller’s expense. The SELLER shall instruct said authority to carry out the inspection in strict accordance with the *International Chamber of Commerce* (I.C.C.) rules. The Buyer shall at his own expense provide additional inspection at the arrival port. If discrepancies occur at any time and in particular case result in relation to the inspection certificate(s) issued at the port of loading and destination, both parties hereby agreed that the appropriate judgement shall be determined by the arbitration method agreed in this Contract. Both parties agree to be bound by the arbitrator decision for or against either Buyer or Seller.

卖方保证每批货物在出厂时和装货时/运输到装货港和装运前的船上均应提供重量和质量检验证书。此类证书应由中国检验认证（集团）有限公司（CCIC） 或监督总公司 （SGS）提供，费用由卖方承担。卖方应指示上述当局严格按照国际商会（ICC）规则进行检查。买方应自费在到达港提供额外检验。如果在任何时候，特别是在装货港和目的港签发的检验证书发生不符点，双方在此同意，应根据本合同约定的仲裁方法作出适当的判决。双方同意受仲裁员支持或反对买方或卖方的裁决的约束。

CCIC/SGS-Specifications, Quality and Quantity Inspection Certificate on loading port.

CCIC/SGS在装货港出具规格，质量和数量检验证书。

If the products provided by the Seller are inconsistent with the contract or have quality defects, the Buyer has the right to require the Seller to return or replace the goods. The Seller shall unconditionally return and replace the goods within [15] working days after receiving the notice from the Buyer, bear all the costs and expenses incurred thereby, and compensate the economic losses (if any) caused to the Buyer.

如果卖方提供的产品与协议不符或存在质量缺陷，买方有权要求卖方退货或更换货物。卖方应在收到买方通知后[15]个工作日内无条件退货并更换货物，承担由此产生的一切费用和费用，并赔偿给买方造成的经济损失（如有）。

 *ARTICLE 6: PACKING*

*第6条：包装*

The products shall be packed in 50KG bags or ton bags (the proportion can be negotiated), and shall be moisture-proof, rain-proof and shock-proof. The Seller shall be responsible for the loss and expenses of the goods caused by the poor packaging of the goods and the improper or poor protective measures taken by the Seller in packaging. The mode of transportation is [Ocean].

产品应采用50KG袋或吨袋包装（比例可协商），并应防潮、防雨、防震。卖方应负责因货物包装不良以及卖方在包装中采取的不当或不良保护措施而造成的货物损失和费用。运输方式是[海洋船运]。

***ARTICLE 7***: ***PRICE AND AMOUNT***

第7条：价格和数量

CIF$ per metric tons.

单价为CIF 美元/吨。

The total volume is 8000 tons

总数量为8000吨

The total amount for this Contract is $ . SAY US Dollars THREE MILLION FOUR HUNDRED AND FORTY THOUSAND ONLY.

总金额为＄ 美元，大写 美元整。

***Article8: PAYMENT TERM***

第8条：付款

1. After the contract is signed, the buyer will issue a L/C at sight of 3.9 million US dollars (irrevocable, non-transferable, divisible with a term of 90 days) within (5) days.

合同签订后，买方（5）日内出具 万美元的即期信用证（不可撤销、不可转让、可分割、期限90天）。

1. After the buyer receives the seller's bill of lading in batches, the buyer completes the customs clearance and sends the notice of permission to withdraw the imported goods stamped by the buyer's company through the mailbox, and the seller sends the documents and certificates to the bank for negotiation of the corresponding batch of goods with the above email. The customs declaration form for imported goods and the inspection and quarantine certificate documents of China Customs will be mailed after being issued by the customs, and the buyer will issue a receipt confirmation when picking up the goods..

买方收到卖方分批次提单后，买方完成清关并通过邮箱发送买方公司盖章后的中国海关进口货物准许提离通知书，卖方凭借以上邮件发送文件及证明交银行进行对应批次货物议付。进口货物报关单、中国海关检验检疫证文件，海关出具后邮寄，提货时买方将出具收货确认单。

3. During the delivery of the L/C, the two parties shall settle according to the delivery agreement.

信用证在交货期间，双方根据交货情况协议结算。

***ARTICLE9****:* ***THE Seller SHALL PROVIDE THE DOCUMENTS AS BELOW TO THE BUYER:***

第9条 卖方应向买方提供下列文件：

Documents are sent in batches, specifically:

1. Commercial invoice/Proforma invoice, indicating the agreement number, description of the goods, unit price and total value, gross/net weight .

2. Certificate of origin, issued by the Department of Foreign Trade Goverment of Thailand, indicating the description of the goods, quantity and invoice number.

3. Plant quarantine certificate, issued by the department of Agriculture, Thailand, indicating the batch, weight and declared mode of transportation

4. Bill of Lading, issued by the shipping company with the buyer as the consignee or Telex release of goods specified the buyer as the consignee.

5. Inspection report issued by CCIC.

6. Packing list

文件按批次发送，具体为：

1.商业发票/形式发票，注明协议编号，货物描述，单价和总价值，毛重/净重。

2.原产地证书，由泰国外贸部签发，注明货物描述，数量和发票号。

3植物检疫证书，由泰国农业部签发，注明批次、重量及申报的运输方式。

4海运提单，由船运公司签发,注明买方是收货人 或者电放单注明买方是收货人。

5.CCIC签发的检验报告。

6.装箱单。

The above documents are subject to the entry examination requirements of China Customs, and the seller actively cooperates in providing them if there are other requirements from the customs. 以上文件以通过中国海关入境审查要求为准，如有海关有其他要求，卖方积极配合提供。

For the document requirements required for L/C payment by the buyer's bank as following:

对于买方银行信用证付款需要的文件要求:

 Notice for delivery from China Customs with buyer’s company seal

买方盖章的进口货物准许提离通知书。

***ARTICLE 10*: *DEMURRAGE***

第10条：滞期费

The demurrage shall be borne by the Buyer.

滞期费由买方承担。

***ARTICLE 11***: ***IMPORT FACILITIES, DOCUMENTS, TAXES AND FEES***

第11条：进口设施、文件、税费和费用

All the taxes or levies imposed by the country of destination having any effect on this contract are on the Buyer’s account and his sole responsibility. Buyer must have all import permissions and permits.

目的地国家/地区对本协议施加的任何影响的所有税款或征税均由买方承担，并由买方自行负责。买方必须获得所有进口许可和许可证。

Buyer bears the sole responsibility of securing all permits, licenses or any other documents required by the government of the importing nation. Seller will bear no responsibility to provide such documentation. Buyer will bear all costs associated with securing such documents and will also bear all costs and penalties if such documents are not secured.

买方全权负责获得进口国政府要求的所有许可证、执照或任何其他文件。卖方不承担提供此类文件的责任。买方将承担与保护此类文件相关的所有费用，如果未获得此类文件，还将承担所有费用和罚款。

***ARTICLE 12*: *LIQUIDATED DAMAGES***

第12条 违约金

After Buyer and Seller have signed and sealed this Contract, both parties accept the obligations of completing the contract clauses and procedures described herein:

买卖双方签署并盖章本协议后，双方接受完成本协议所述协议条款和程序的义务：

If the Seller fails to complete its obligations under the Contract (including but not limited to the delivery of goods and product documents, return and replacement of goods, etc.), the Seller shall pay the Buyer liquidated damages for delay in performance for each day of delay. The liquidated damages for delay in performance shall be calculated at the rate of 5% of the total price of the batch of goods involved in the breach of contract. If the delay exceeds 60 days, the Buyer shall have the right to terminate the Contract and recover the economic losses incurred therefrom from the Seller. The above provisions shall not apply to the delay caused by force majeure or the Buyer.

如卖方未能履行协议项下的义务（包括但不限于货物及产品单据的交付、退货和换货等），卖方应支付买方延迟履行每延迟一天的违约金。迟延履行违约金按涉协议涉案货物总价的5%计算。如果延迟超过60天，买方有权终止协议并向卖方追偿由此产生的经济损失。上述规定不适用于因不可抗力或买方造成的延误。

***ARTICLE 13***: ***FORCE MAJEURE***

第13条：不可抗力

Neither party shall be liable for breach of the contract caused by force majeure (including natural disaster, rebellion, civil war, war, military action, etc.). If one party is unable to perform the contract due to force majeure, it shall notify the other party in writing of the reasons and supporting documents for failure to perform or complete performance within [15] days from the date of occurrence of the above circumstances, and shall take all possible measures to minimize the losses that force majeure may cause to the other party.

任何一方均不对因不可抗力（包括自然灾害、叛乱、内战、战争、军事行动等）造成的违约承担责任。一方因不可抗力不能履行协议的，应当自上述情况发生之日起【十五】日内将不履行或者不履行履行的原因和证明文件书面通知另一方，并采取一切可能的措施，尽量减少不可抗力可能给另一方造成的损失。

***ARTICLE 14***: ***DISPUTES AND ARBITRATION***

第14条：争议和仲裁

Any dispute arising from or in connection with this Contract shall be submitted to China International Economic and Trade Arbitration Commission Sichuan Branch for arbitration in accordance with its rules of arbitration. The arbitral award is final and binding upon both parties.

因本协议引起的或与本协议有关的任何争议，应提交中国国际经济贸易仲裁委员会四川分会按照其仲裁规则进行仲裁。仲裁裁决是终局的，对双方均有约束力。

This contract is governed by the laws of the mainland of China. Both parties agree to exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

本协议受中国大陆法律管辖。双方同意排除《联合国国际货物销售协议公约》的适用。

The results of arbitration shall be subject to execution within the period specified in the decision or immediately, if such a period is not specified

仲裁结果应在决定规定的期限内执行，如果未指定期限，则应立即执行。

***ARTICLE 15*: *Miscellaneous***

第15条：其他

This contract may be executed simultaneously in two (2) or more counterparts via email or facsimile transmission, each of which shall be deemed as originals and legally binding.

本协议可以通过邮箱或传真在两（2）份或两（2）份以上副本中同时签署，每份均应被视为原件并具有法律约束力。

English and Chinese language shall be used for all documents and service pertaining to this contract. In case of any ambiguity, the Chinese version shall prevail.

与本协议有关的所有文件和服务均应使用英文和中文。 如有任何歧义，概以中文版本为准。

This agreement is assignable and transferable by either party, with the prior written permission of the other party.

本协议经另一方事先书面许可后，可由任何一方转让。

It is agreed that any information of buyer and seller contained in this agreement is to be held in the strictest confidence, and any violation of which will result in the immediate cancellation of this agreement and payment of penalty of 5% of the total value of the contract.

双方同意，本协议中包含的买卖双方的任何信息均应严格保密，任何违反这些信息将导致立即取消本协议并支付协议总价值5%的罚款。

***ARTICLE 16***: ***PROCEDURES***

第16条：程序

Our procedures are as follows:

我们的程序如下：

1.Buyer sign and sealed the Sales & Purchase Agreement and Send to Seller, Seller Signs the Sales & Purchase Agreement and Sealed It and Send Back to Buyer.

买方签署并盖章买卖协议后发送给卖方，卖方签署买卖协议并盖章后发回给买方。

2. After receiving the signed sales and purchase agreement, the Buyer shall pay according to the provisions of Article 8.

买方收到签署的买卖协议后，应按照第8条的规定付款。

3. After the Seller receives deposit in Article 8, the first shipment should be completed within 20 working days.

卖方收到第8条规定的信用证，应在20个工作日内完成首批发货。

4. After the completion of the shipment of the goods,scanned version of the documents also sent to the Buyer.

货物装运完成后，扫描版的文件也发送给买方.

5. The goods shall have SGS or CCIC inspection certificate and pass the customs inspection of the destination country. The buyer can entrust CCIC to recheck if has any objection to the quality.

货物应具有SGS或CCIC检验证书，并通过目的地国家的海关检验。如果有任何质量异议买方可以委托CCIC重新检查。

6.The buyer will release the L/C when he sees the telex bill of lading of this batch of goods.

买方见到本批货物的电放提单解付信用证。

7.The buyer is responsible for all matters and expenses at the port of destination

买方负责目的港的所有事务及费用

Each page duly signed by each party. the scanned copy will be legal, each party hold one copy by E-mail.

每一页都由各方正式签名，扫描副本将是合法的，各方通过电子邮件持有一份副本。

**The Seller**: 卖方

**Full Authorized Representative of the Seller**:

**Seal/Signature**:

**Date**:

**The Buyer**: 买方

**Full Authorized Representative of the Seller**:

**Seal/Signature**:

**Date**:

Appendix “A”

附录“A”

*SCHEDULE OF DELIVERIES:*

交货时间表：

*SHIPPING SCHEDULE:*

发货时间表：

PRODUCT: THAI WHITE RICE BROKEN 100%

产品：泰国白米破碎100%

PORT: THAILAND

港口：泰国

DISCHARGE PORT:

卸货港口：

DELIVERY PERIOD:

交货期：

Appendix “B”

附录“B”

***SELLER BANK INFORMATION OR ALTERNATE CORPORATE BANK ACCOUNTS***

卖家银行信息或其他公司银行账户

BANK ACCOUNT NAME:CHOKDEE SIAM CO., LTD

BANK NAME: Kasikorn Bank - Crystal Design Center Branch, Thailand

BANK ADRESS:**Room No.101-104 1st Floor, J.1 Building, 1448/3 Soilat Phrao 87 (Chanthasuk) Pradit Manutham Road Khwang Khlong Chan , Khet Bang Kapi , Bangkok 10240**

BANK ACCOUNT NO: **163-3-83377-6**

SWIFT CODE: KASITHBK

BANK OFFICER NAME: TBA.

BANK OFFICER MAIL.: TBA.

BANK OFFICE PHONE: TBA.

***BUYER BANK INFORMATION OR ALTERNATE CORPORATE BANK ACCOUNTS***

买家银行信息或其他公司银行账户

BANK ACCOUNT NAME:

BANK NAME:

BANK ADRESS:

BANK ACCOUNT NO:

IBAN NO:

SWIFT CODE:

BANK OFFICER NAME:

BANK OFFICER MAIL.:

BANK OFFICE PHONE: